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INTERSTATE COMMERCE COMMISSION

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SECURITY AGREEMENT

Dated as of November 1, 1973

between

TRANS UNION LEASING CORPORATION,

as Debtor,

and

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION,

as Secured Party,

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THIRTY NINE MAGOR RAILROAD HOPPER CARS

SEVEN ACF RAILROAD HOPPER CARS

TEN GATX RAILROAD TANK CARS

AND

EQUIPMENT LEASE AGREEMENT

Dated as of November 1, 1973

between

Debtor, as Lessor

and

Dow Badische Company, as

Lessee

AS COLLATERAL FOR

\$1,281,600 LOAN

BY

SECURED PARTY TO DEBTOR

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## SECURITY AGREEMENT

THIS SECURITY AGREEMENT is entered into as of November 1, 1973, between TRANS UNION LEASING CORPORATION, a Delaware corporation with its principal place of business in Chicago, Illinois ("Debtor") and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association with its principal place of business in San Francisco, California ("Secured Party"), with reference to the following:

Secured Party proposes to make certain advances to Debtor in an aggregate amount not to exceed \$1,281,600 (the "Loan") under a Loan Agreement dated November 1, 1973 (the "Loan Agreement") pursuant to which the Loan shall be secured by a Security Agreement, substantially in the form hereof, covering (i) certain railroad equipment described in Exhibit A hereto, and (ii) the Lease (defined below) and all Supplements thereto. The Lease and such Supplements, and, upon acceptance under the Lease, such Equipment, are hereinafter, collectively, called the "Collateral".

1. GRANT OF SECURITY INTERESTS. In consideration of the Loan, to induce Secured Party to make the Loan and to secure repayment of the Loan, any renewals or extensions of all or any part thereof, advances thereunder and all costs of litigation, collection (including reasonable attorneys' fees) or other costs expended or incurred in connection with

the discovering, locating, protecting or taking possession of the Collateral and any and all costs of returning the Collateral to a place designated by Secured Party (including costs of repairing, rehabilitating or storing the Collateral), and to secure the strict performance and observance by Debtor of the obligations to be performed by it hereunder, Debtor hereby grants to Secured Party a security interest in, and in connection therewith, on the terms set forth in Exhibit D to the Lease, assigns and transfers to Secured Party, the Collateral which is more particularly described as follows:

a. That certain Equipment Lease Agreement dated November 1, 1973 (the "Lease"; the defined terms therein being used herein with such defined meanings) between Debtor as Lessor, and Dow Badische Company as Lessee ("Lessee") and all renewals and extensions thereof, and all amounts, rentals, issues, profits and other rights of payment due and to become due to Debtor thereunder, and all other rights of Debtor thereunder;

b. Each Lease Supplement executed and delivered by Debtor and Lessee pursuant to the Lease, and all amounts, rentals, issues, profits and other rights of payment due and to become due to Debtor

thereunder, and all other rights of Debtor thereunder;

c. All Equipment described in each Lease Supplement (together with all accessories, equipment, parts and appurtenances appertaining or attached to any of such Equipment), which Equipment shall be subjected to the lien of this Agreement and security interest of Secured Party by execution, delivery and recordation, as herein provided, of a supplement hereto substantially in the form of Exhibit B hereto (a "Supplement") or by any other writing or by delivery under the Lease;

d. All substitutions, renewals and replacements of, and additions, improvements, accessions and accumulations to, any and all Equipment, upon the physical act of addition or modification or otherwise, in each case without further act (except such of the foregoing as may, under the Lease, become the property of Lessee); and

e. Any and all proceeds (including, without limitation, insurance proceeds) of the property heretofore described.

Debtor will upon written direction from Secured Party, at Secured Party's expense, do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances reasonably necessary or proper for the better assuring, conveying, assigning and confirming unto Secured Party all of the Collateral, or property

intended so to be, whether now owned or hereafter acquired. Without limiting the foregoing but in furtherance of the assignment for security of rents and other sums due and to become due under the Lease, Debtor covenants and agrees that it will (i) cooperate with Secured Party and Lessee in causing the Lease, each Lease Supplement, this Security Agreement and each Supplement hereto to be filed for recordation with the Interstate Commerce Commission, and in causing all financing and continuation statements and similar notices required by applicable law to perfect the security interest granted hereby at all times to be kept, recorded and filed in such manner and in such places within the United States as may be required by law in order to preserve and protect the rights of Secured Party hereunder; (ii) notify Lessee of such assignment and direct Lessee to make all payments of rents and all other sums due and to become due under the Lease directly to Secured Party, which notice shall be in the form of Exhibit D to the Lease, and (iii) not, without the consent of Secured Party, receive or collect or permit the receipt or collection of any payment under the Lease. Debtor does hereby irrevocably constitute and appoint Secured Party its true and lawful attorney with full power of substitution, for it and in its name, place and stead, to ask, demand, collect, receive, receipt for, sue for,

compound and give acquittance for any and all rents, income and other sums which are assigned hereunder with full power with Debtor's consent (which shall not be unreasonably withheld) to settle, adjust or compromise any claim thereunder as fully as Debtor could itself do, and to endorse the name of Debtor on all commercial paper given in payment or in part payment thereof, and in its discretion to file any claim or take any other action or proceedings, either in its own name or in the name of Debtor, or otherwise, which Secured Party may deem necessary or appropriate to collect any and all sums which may be or become due or payable under the Lease, or which may be necessary or appropriate to protect and preserve the right, title and interest of Secured Party in and to such rents and other sums and the security intended to be afforded hereby.

Unless and until an Event of Default occurs hereunder, Debtor may remain in full possession, enjoyment and control of its rights in and with respect to the Lease and the Equipment (other than the rights to payment under the Lease assigned to Secured Party as security for the Loan and, without Secured Party's prior written consent, which shall not be unreasonable withheld, the right to enforce or assert any of the remedies set forth in Section 17 of the Lease) and to manage, operate and use the same and each part thereof, subject only to the rights of Lessee under

the Lease and the obligations of Debtor hereunder.

ARTICLE 1. APPLICATION OF PAYMENTS RECEIVED BY SECURED PARTY.

1.1 Unless and until (i) an Event of Default hereunder or an event which, with the passage of time or the giving of notice or both would constitute such an Event of Default has occurred and is continuing hereunder and (ii) Secured Party has made any of the declarations or elections described in Paragraph 1.2 hereof,

a. Each instalment of Basic Rent as well as any instalment of interest on overdue instalments of Basic Rent received by Secured Party at any time shall be promptly applied or distributed by Secured Party in the folloiwng order of priority: First, so much of such instalment as shall be required for the purpose shall be applied to payment of any interest on overdue instalment of principal and interest; Second, so much of such instalment as shall be required for the purpose shall be applied to the level payments of principal of and interest on the Loan and the notes evidencing the Loan; and Third, the balance, if any, of such instalment remaining thereafter shall be promptly distributed to Debtor;

b. Any amount received by Secured Party pursuant to Section 10 of the Lease shall be

promptly applied or distributed by Secured Party in the following order of priority: First, so much of such amount as shall be required to reimburse Debtor and Secured Party for any expenses not reimbursed by Lessee in connection with the collection or distribution of such amount shall be so applied; Second, of the amount remaining, 80% of the original amount thereof (in the case of an Event of Loss relating to Series A Equipment) or 78% of the original amount thereof (in the case of an Event of Loss relating to Series B Equipment) shall be applied to the unpaid principal amount of the note evidencing the advance relating to the Equipment which was the subject of the Event of Loss on which the payment under Section 10 of the Lease is based (whether or not then otherwise due and payable) whereupon the amount of each remaining instalment of such note shall be adjusted as appropriate and Third, the balance, if any, of such amount remaining thereafter shall be promptly distributed to Debtor.

1.2 All payments received and amounts realized by Secured Party after an Event of Default hereunder shall have occurred and be continuing and after Secured Party has declared the Lease to be in default pursuant to Section 17 thereof or has declared the Loan and the notes evidencing the Loan to be accelerated pursuant to Article 4 hereof, as the case

may be, or has elected to foreclose or otherwise enforce the security interest under this Agreement, as well as all payments or amounts then held or thereafter received by Secured Party hereunder while such Event of Default shall be continuing, shall be distributed forthwith by Secured Party in the following order of priority: First, so much of such payments or amounts as shall be required to reimburse Debtor and Secured Party for any tax, expense or other loss incurred by Debtor or Secured Party (to the extent not previously reimbursed) shall be so applied; Second, so much of such payments or amounts as shall be required to pay Secured Party any amounts payable to it pursuant to Section 7 or 13(a) of the Lease shall be so applied; Third, so much of such payments or amounts as shall be required to pay in full the aggregate unpaid principal amount of the Loan and the notes evidencing the Loan, plus the accrued but unpaid interest thereon to the date of distribution and any interest on overdue instalments shall be distributed to Secured Party; Fourth, so much of such payments or amounts as shall be required to pay Debtor any amounts payable to it pursuant to Section 7 or 13 of the Lease shall be so applied; and Fifth, the balance, if any, of such payment or amounts remaining thereafter shall be distributed to Debtor.

1.3 Secured Party agrees promptly to give Debtor notice in the event any instalment of Rent under the Lease which

has been assigned to Secured Party is not received by Secured Party when due, and of any other default under the Lease of which Secured Party receives notice.

ARTICLE 2. REPRESENTATIONS, COVENANTS AND WARRANTIES OF DEBTOR.

Debtor represents, covenants, agrees and warrants in particular (but without limiting other representations, covenants and warranties herein or in the Loan Agreement contained) as follows:

2.1 WARRANTY OF TITLE. Assuming the accuracy of the representations and warranties contained in each Bill of Sale (and assuming the due execution and delivery thereof), at the time of delivery under the Lease of each Item of Collateral, Debtor will have the title thereto transferred to it by the Vendor thereof, subject to no lien, charge, encumbrance or security interest created by or arising out of the actions of Debtor, other than the security interest of Secured Party hereunder and under the Supplements hereto describing such Item, the interest of the Lessee under the Lease and the Lease Supplement describing such item, any lien of current ad valorem taxes not in default, any interest of any person claiming by, through or under Vendor or Lessee and any liens and encumbrances contemplated or permitted by the Lease, and Debtor has full power and authority to convey and grant to Secured Party the lien and security interest granted hereunder in the manner and form provided herein.

2.2 NO PRIOR ASSIGNMENTS. Debtor has not heretofore alienated or assigned any of its rights or interests in the Collateral, and it will not alienate or assign any such right or interest therein without prior written consent of Secured Party.

2.3 RECORDING. Debtor will, at Secured Party's expense, cooperate with Secured Party and Lessee in causing to be recorded and re-recorded, registered and re-registered and filed and re-filed this Agreement and each and every Supplement hereto and the Lease and each and every Supplement thereto, and such other instruments from time to time as may be requested by Secured Party in all such jurisdictions and offices as Secured Party shall from time to time require in order that (a) the lien and security interest hereof as a valid direct first lien on, and a valid and enforceable prior perfected security interest in, all of the Collateral, (b) the security for repayment of the Loan and the other indebtedness secured hereby and (c) the rights and remedies of Secured Party, may be established, confirmed, maintained and protected.

2.4 PRIORITY OF SECURITY INTERESTS; PAYMENT OF TAXES. The lien and security interest of this Agreement always will be kept a valid direct first lien on, and a valid and enforceable prior perfected security interest in, the Collateral as from time to time constituted and Debtor has not and will not directly or indirectly create, incur, assume or suffer to exist any lien, charge, encumbrance, claim or security interest on or with respect to the Collateral, title thereto or any interest therein (other than the security interest of Secured Party hereunder, the interest of Lessee under the Lease, any lien of current ad valorem taxes not

in default, any interest of any person claiming by, through or under Lessee, and any liens and encumbrances contemplated or permitted by the Lease); provided that Debtor shall have the right to contest in good faith, by appropriate proceedings, any tax, assessment or governmental charge and pending such contest may defer the payment thereof, so long as such deferment in payment shall not, in the opinion of Secured Party, subject the Collateral or any part thereof to forfeiture or loss and Debtor or Lessee shall have on its books reserves deemed by Secured Party adequate with respect thereto, and provided further that Debtor may create or suffer to exist on the Collateral any mechanics', workmen's, repairmen's or materialmen's liens, arising in the ordinary course of business, for work performed on and material furnished to any Item of the Collateral, the obligations for which are not in default or are in good faith being contested.

2.5 ENFORCEMENT OF LEASE. Debtor will exercise any and all rights under the Lease as may be necessary or reasonably advisable in the opinion of Secured Party to assure full compliance with the terms thereof, the provisions of this Agreement and all lawful statutes, laws, rules, regulations, orders and directions of any governmental authority having jurisdiction over Debtor, Lessee or the Collateral, or the use, operation, maintenance, overhauling or condition of the Collateral, and

to protect Secured Party's security interest in the Collateral. If Debtor shall fail or refuse to exercise its rights under the Lease after being requested to do so by Secured Party, Secured Party may, at its option, exercise such rights in Debtor's name. Debtor hereby irrevocably appoints Secured Party as its true and lawful attorney for such purposes and hereby ratified and confirms all that Secured Party shall lawfully do by virtue hereof, including, without limitation, curing any defaults of Debtor or terminating the Lease on account of an Event of Default thereunder. Nothing herein contained shall be construed to impose upon Secured Party any of the obligations of Debtor under the Lease.

2.6 FURTHER ASSURANCES. Debtor will from time to time do all such acts and execute all such instruments and documents of further assurance including, without limitation, Supplements hereto, as it shall be reasonably requested by Secured Party to do or execute for the purpose of fully carrying out and effectuating this Agreement and the intent hereof.

3. EVENTS OF DEFAULT. For the purposes of this Agreement, each of the following occurrences or events shall be deemed

an Event of Default:

- a. An Event of Default under the Loan Agreement;
- b. Any representation or warranty of Debtor contained herein or in any agreement, instrument or document executed and delivered by Debtor in connection with any transaction contemplated hereby shall prove to have been false or misleading in any material respect when made.

ARTICLE 4. RIGHTS AND REMEDIES OF SECURED PARTY.

4.1 RIGHTS AND REMEDIES. Upon the occurrence and continuation of any Event of Default, Secured Party shall, subject to limitations of liability set forth in the notes, in Article 7 hereof and in Article 8 of the Loan Agreement, have the rights, options and remedies of a secured party and Debtor shall have the rights, options and duties of a debtor under the California Uniform Commercial Code (regardless of whether such Code or a law similar thereto have been enacted in the jurisdiction wherein the rights, options or remedies are asserted), and without limiting the foregoing Secured Party may exercise any one or more or all of and in any order, the remedies hereinafter set forth, it being expressly understood that no remedy herein conferred is intended to be exclusive of any other remedy or remedies but each and every remedy shall be cumulative and shall be in addition to every other remedy given herein or now or hereafter existing at law or in equity or by statute:

a. Secured Party or the holder of any note evidencing the Loan may, by notice in writing to Debtor, declare the entire unpaid balance of the Loan and such note to be immediately due and payable; and thereupon all such unpaid balance, together with all accrued interest thereon shall be and become immediately due and payable;

b. Subject to the then existing rights, if any, of Lessee under the Lease, Secured Party or its agents or attorneys, shall have the right (subject to compliance with any applicable mandatory legal requirements) to take immediate possession of the Collateral or any portion thereof or to require Debtor to assemble any Collateral in its possession and, if an Event of Default has occurred under the Lease, cause Lessee to assemble the Collateral and deliver same to Secured Party, and for that purpose may pursue the same wherever it may be found, and may enter any of the premises of Debtor or Lessee with or without notice, demand, process of law or legal procedure, and search for, take possession of, remove, keep and store the same, or use and operate the same until sold, all as provided in Section 17 of the Lease;

c. Subject to the then existing rights, if any, of Lessee under the Lease, Secured Party may, if at the time such action may be lawful and always subject

to compliance with any mandatory legal requirements, either with or without taking possession and either before or after taking possession, and without instituting any legal proceeding whatsoever, and having first given notice of such sale by certified or registered mail to Debtor at least ten (10) days prior to the date of such sale, and any other notice which may be required by law, sell and dispose of the Collateral, or any part thereof, at public auction to the highest bidder, in one lot as an entirety or in separate lots, and either for cash or on credit and on such terms as Secured Party may determine, and at any place (whether or not it be the location of the Collateral or any part thereof) designated in the notice above referred to. Any such sale or sales may be adjourned from time to time by announcement at the time and place appointed for such sale or sales, or for any such adjourned sale or sales, without further notice; and Secured Party or the holder or holders of the notes evidencing the Loan or of any interest therein, may bid and become the purchaser at any such sale; and

d. Secured Party may proceed to protect and enforce this Agreement by suit or suits or proceedings in equity, at law or in bankruptcy, for foreclosure hereunder, or for the appointment of a receiver or

receivers for the Collateral or any part thereof, or for the recovery of judgment for possession of, and establishing Secured Party's right to resort to, the Collateral pursuant to the terms hereof.

DEBTOR HEREBY WAIVES ANY CONSTITUTIONAL RIGHT IT MAY HAVE TO A JUDICIAL HEARING AND NOTICE THEREOF PRIOR TO RE-POSSESSION OR REPLEVIN OF THE EQUIPMENT BY SECURED PARTY PURSUANT TO THIS ARTICLE 4 , PROVIDED THAT NOTHING IN THIS PARAGRAPH SHALL BE DEEMED A WAIVER OF ANY RIGHT DEBTOR MAY HAVE UNDER THE UNIFORM COMMERCIAL CODE.

4.2 SALE OF COLLATERAL. In case of any sale of the Collateral, or any part thereof, pursuant to any judgment or decree of any court, or otherwise in connection with the enforcement of any of the terms of this Agreement, the principal of the Loan and the notes evidencing the Loan if not previously due, and the interest accrued thereon, shall, at once become and be immediately due and payable; and any purchaser thereat of any of the Equipment who then is also a holder of any of such notes shall, for the purpose of making settlement for, or payment of, the purchase price of the Equipment, be entitled to a credit (in the amount and as hereinbelow provided) against such purchase price, provided that the amount of such credit shall also be credited against the unpaid amount of the Loan (and interest thereon) then evidenced by any of such notes with respect to which such credit is so determined and so made; and provided, further that such purchaser shall be required to pay in cash any unpaid balance of such purchase price remaining after such credit shall have been so applied to such purchase price. The amount of such credit shall bear the same proportion to the Net Proceeds of Sale (hereinbelow defined) of the Equipment as the then (i.e., prior to

application of such credit) total unpaid indebtedness evidenced by such notes shall bear to the then aggregate total unpaid amount of the Loan (and interest thereon). The term "Net Proceeds of Sale" means the amount of the purchase price for which the Equipment shall be sold, less the amount of any payments made, or to be made, in connection with the sale of the Equipment (including, without limitation, any costs and expenses of foreclosure or suit, if any, and the reasonable compensation of the agents, attorneys and the counsel of Secured Party and of all proper expenses, liability and advances incurred or made hereunder by Secured Party, or the holder or holders of such notes), and any taxes, assessments or liens superior to the lien of this Agreement, except any taxes, assessments or other superior lien subject to which said sale may have been made.

Any sale of the Equipment, whether under any power of sale hereby given or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of Debtor in and to the Equipment sold and shall be a perpetual bar, both at law and in equity, against Debtor, its successors and assigns, and against any and all persons claiming the property sold or any part thereof under, by or through Debtor its successors or assigns (subject, however, to the then existing rights, if any, of Lessee under the Lease).

4.3 DISCONTINUANCE OF EXERCISE OF RIGHTS. In case Secured Party shall have proceeded to enforce any right under this Agreement by foreclosure, sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely, then and in every such case Debtor, Secured Party and the holder or holders of the notes evidencing the Loan shall be restored to their former position and rights hereunder with respect to the property subject to the security interest created under this Agreement.

4.4. AUTHORITY OF SECURED PARTY: In exercising the remedies contemplated by this Article 4, Secured Party is hereby irrevocably appointed the true and lawful attorney of Debtor, in its name and stead to make all necessary instruments or assignments, conveyances and transfers. Debtor hereby ratifies and confirms all that Secured Party shall lawfully do by virtue hereof. Debtor covenants that upon request it will execute and deliver to such purchaser or purchasers at any sale held hereunder any instrument or instruments required by Secured Party to confirm to such purchaser or purchasers all the right, title and interest of Debtor in and to the Collateral so sold.

4.5. NO WAIVERS; ATTORNEYS' FEES. No delay or omission to exercise any right, power or remedy accruing to Secured Party upon any breach or default of Debtor under this Agreement shall impair any such right, power or remedy of Secured Party, nor shall it be construed to be a waiver

of any such breach or default, or an acquiescence therein as to such breach or default, or as to any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any breach or default thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of Secured Party of any breach or default under this Agreement, or any waiver on the part of Secured Party of any provision or condition of this Agreement, must be in writing and shall be effective only to the extent in such writing specifically set forth. All remedies either under this Agreement or by law or otherwise afforded to Secured Party shall be cumulative and not alternate. In the event of any action at law or suit in equity in relation to this Agreement, if Secured Party prevails, Secured Party shall, subject to Article 7 hereof, be entitled to a reasonable sum for its attorneys' fees.

4.6 RIGHT TO POSSESSION; BANKRUPTCY ACT. The right of Secured Party to take possession of the Collateral in compliance with the provisions of this Agreement shall not be affected by the provisions of the Federal Bankruptcy Act.

ARTICLE 5. RELEASES. Secured Party shall release this Agreement and the lien hereof by proper instrument or instruments upon presentation of satisfactory evidence that all indebtedness secured hereby has been fully paid or

discharged.

ARTICLE 6. APPLICATION OF PROCEEDS OF SALE. The proceeds of any sale of the Collateral or any part thereof hereunder, the Loan having been declared due and payable by Secured Party, shall be applied in order of priority as follows:

First: To the payment of all expenses and charges including the expenses of any sale or sales, reasonable counsel fees, the expense of any taking possession of the Collateral or any part thereof and search therefor, and any other expenses or advances made or incurred by Secured Party in the protection, keeping, holding, repairing, reconditioning, insuring and returning of the Collateral, as well as Secured Party's rights in pursuance of its remedies hereunder, and to the payment of any damages sustained by Secured Party as a result of any actions of Secured Party in pursuance of its remedies hereunder.

Second: To the payment of the Loan hereby secured and all other sums secured hereby, with interest to the date of such payment.

Third: Any surplus then remaining shall belong and be paid or returned to Debtor or to whoever shall be lawfully entitled to receive the same.

ARTICLE 7. LIMITATIONS OF LIABILITY. Anything in this Agreement, the Loan Agreement, the notes evidencing the Loan, the Lease, any certificate, opinion or documents of any nature whatsoever

to the contrary notwithstanding, neither Secured Party nor the holder of any such note nor the successors or assigns of any of said persons shall have any claim, remedy or right to proceed (at law or in equity) against Debtor in its personal or corporate capacity (except in the case of any fraudulent or willful misconduct by Debtor) for the payment of any deficiency or any other sum owing on account of the indebtedness evidenced by such notes or for the payment of any liability resulting from the breach of any representation, agreement or warranty of any nature whatsoever, from any source other than the Collateral, including the sums due and to become due under the Lease; and Secured Party by the execution of this Agreement (and any other holders of such notes by acceptance thereof) waive and release any personal or corporate liability of Debtor (except in the case of any fraudulent or willful misconduct of Debtor) for and on account of such indebtedness or such liability, and Secured Party and the holders of such notes agree to look solely to the Collateral, including the sums due and to become due under the Lease, for the payment of said indebtedness and the satisfaction of such liability; provided that nothing herein contained shall limit, restrict, or impair the rights of Secured Party and the holders of such notes to accelerate the maturity of such notes upon an Event of Default; to bring suit and obtain a judgment against Debtor for possession of or establishing the right to resort to

the Collateral (provided Debtor shall not have any personal or corporate liability on any such judgment and the satisfaction thereof shall be limited to the Collateral), including the sums due and to become due under the Lease, and any interest of Debtor therein, or to exercise all rights and remedies provided under this Agreement or otherwise to realize upon the Collateral, including the sums due or to become due under the Lease or any Supplement thereto, including the right to proceed against Lessee under the Lease.

ARTICLE 8. MISCELLANEOUS.

8.1 COUNTERPARTS. This Agreement may be executed in as many counterparts as may be deemed necessary or convenient and each counterpart shall be deemed an original, and all such counterparts shall together constitute but one and the same instrument.

8.2 COMMUNICATIONS. All communications provided for herein shall be in writing and shall be deemed to have been given (unless otherwise required by the specific provisions hereof in respect of any matter) when delivered personally or when deposited in the United States mail, airmail postage prepaid, addressed as follows:

If to Debtor:

Trans Union Leasing Corporation  
111 West Jackson Boulevard  
Chicago, Illinois 60604  
Attn: President

If to Secured Party:

Bank of America National Trust and  
Savings Association  
Box 37070  
San Francisco, California 94137  
Attn: Leasing Department #656

or to such other address as either party may in writing indicate to the other from time to time.

8.3. SUCCESSORS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

8.4 SECURITY AGREEMENT. In any jurisdiction where the term "chattel mortgage," "security agreement" or other expression is used to designate a document creating a lien on or security interest in personal property then this Agreement shall be deemed to be such document.

8.5 CONSTRUCTION. This Agreement shall be construed in accordance with the laws of the State of California and the rights and remedies of the parties hereunder shall be determined in accordance with such laws, except to the extent that the laws of some other jurisdiction may be mandatorily applicable to proceedings taken for the enforcement of the rights of Secured Party hereunder; provided that any remedies herein provided which shall be valid under the laws of the jurisdiction where proceedings for the enforcement hereof shall be taken shall not be affected by any invalidity hereof under the laws of the State

of California. Any provision of this Agreement prohibited by the laws of any jurisdiction shall, as to such jurisdiction, be inactive to the extent of such prohibition or modified to conform with such laws, without invalidating the remaining provisions of this Agreement and any such prohibition in any jurisdiction shall not invalidate such provision in any other jurisdiction; any impairment or invalidity of this Agreement under the laws of any jurisdiction as security for any portion of the Loan and other obligations of Debtor to Secured Party hereunder shall not impair or invalidate this Agreement as security for any other portion thereof. This Agreement is intended to be and is delivered by Debtor to Secured Party and accepted by Secured Party in the State of California. The Article, Section and Paragraph headings herein and the cover page hereof are for convenience only and shall not affect the construction hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BANK OF AMERICA NATIONAL TRUST  
AND SAVINGS ASSOCIATION

By *[Signature]*  
Its ~~Assistant~~ Vice President

By *[Signature]*  
Its ~~Assistant~~ Vice President

TRANS UNION LEASING CORPORATION

By *[Signature]*  
Its President

STATE OF ILLINOIS     )  
COUNTY OF COOK       ) ss.:

On this 27th day of December, 1973, before me personally appeared R. D. RINGG, to me personally known, who, being by me duly sworn, says that he is PRESIDENT of TRANS UNION LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Melvin W. Helfert  
Notary Public

[Notarial Seal]  
My Commission expires 8/6/76.

STATE OF CALIFORNIA, CITY     )  
& COUNTY OF SAN FRANCISCO   ) ss.:

On this 30th day of November, 1973, before me personally appeared Dale A. Nichols and Helen M. Marcus, to me personally known, who, being by me duly sworn, say that they are an Assistant Vice President and a Leasing Officer, respectively of BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, that one of the seals affixed to the foregoing instrument is the seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association by the authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

L. C. Segale  
Notary Public

[Notarial Seal]  
My Commission expires

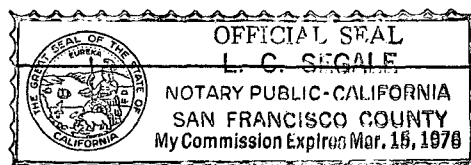


EXHIBIT A  
TO  
SECURITY AGREEMENT

DESCRIPTION OF EQUIPMENT

Series A:

<u>Type</u>	<u>Builder's Specification</u>	<u>Quantity</u>	<u>Maximum Lessor's Cost (per Item)</u>	<u>Maximum Lessor's Cost (total)</u>
4000 cubic foot 100 ton capacity aluminum covered hopper cars manu- factured by Magor Car Corporation; AAR Mechanical Designation LO	Magor Car Corporation Specification No. 5291 dated October 7, 1964, as modified <i>DBX 11-194</i>	39	\$23,000	\$897,000

Series B:

<u>Type</u>	<u>Builder's Specification</u>	<u>Quantity</u>	<u>Maximum Lessor's Cost (per Item)</u>	<u>Maximum Lessor's Cost (total)</u>
100 ton roller- bearing CF5250 Center Flow covered hopper cars manufactured by ACF;AAR mechanical designation LO	Lot 75-09330 <i>DBX 301-307</i>	7	\$39,100	\$273,700
23,150 gallon coiled insulated aluminum tank cars manufactured by GATX; AAR mechanical designation DOT- 111A60AL-W1	GATX estimate Data sheet TC-5319 dated April 16, 1973	10	\$44,235	\$442,350

EXHIBIT B  
TO  
SECURITY AGREEMENT

SUPPLEMENT NO. \_\_\_\_\_ TO  
SECURITY AGREEMENT

THIS SUPPLEMENT TO SECURITY AGREEMENT is given by TRANS UNION LEASING CORPORATION, a Delaware corporation with its principal place of business in Chicago, Illinois ("Debtor"), to BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association with its principal place of business in San Francisco, California ("Secured Party"), with reference to the following:

A. Debtor has executed and delivered to Secured Party a security agreement dated November 1, 1973 (the "Security Agreement"), covering a lease and certain equipment owned or to be owned by Debtor to secure advances of \$1,281,000 by Secured Party to Debtor (the "Loan") pursuant to the terms of a Loan Agreement between Debtor and Secured Party dated November 1, 1973 (the "Loan Agreement"). Terms defined in the Security Agreement shall have their defined meanings when used in this Supplement.

\*B. A counterpart of the Security Agreement was attached to and made a part of Supplement No. 1 thereto, which documents were duly recorded by the Interstate Commerce Commission ("ICC") as one document pursuant to

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\*The language of this paragraph to be modified in the case of Supplement No. 1.

Section 20c of the Interstate Commerce Act on \_\_\_\_\_,  
1973 and assigned Recordation No. \_\_\_\_\_.

**\*\*C.** Debtor executed and delivered to Secured Party  
an additional Supplement to the Security Agreement on  
\_\_\_\_\_, 1973, subjecting certain additional  
equipment described in such Supplement to the lien of the  
Security Agreement, which was duly recorded by the ICC on  
\_\_\_\_\_, 1973 and assigned Recordation No.  
\_\_\_\_\_. Such additional equipment is deemed to  
be included in the term "Collateral" within the meaning of  
the Security Agreement as fully as though stated therein.

**D.** Debtor is the legal and beneficial owner of  
the Collateral described herein, free and clear of all  
liens and encumbrances, and intends to grant to Secured  
Party a security interest in such Collateral.

#### GRANT OF SECURITY INTEREST

In consideration of the Loan and to secure  
repayment of the Loan, any renewals or extensions of all  
or any part thereof, advances thereunder and all costs of  
litigation, collection (including reasonable attorneys'  
fees) or other costs expended or incurred in connection  
with the discovering, locating, protecting or taking  
possession of the Collateral and any and all costs of  
returning the Collateral to a place designated by Secured

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**\*\*For use in Supplement No. 3, and, with appropriate  
revision, in any subsequent Supplement.**

Party (including costs of repairing, rehabilitating or storing the Collateral), and for the purpose of more specifically describing the Collateral which is subject to the lien of the Security Agreement, Debtor hereby grants to Secured Party a security interest in the Collateral described in the Schedule hereto.

This Supplement shall be construed as supplemental to the Security Agreement and shall form a part thereof. The Security Agreement (including exhibits thereto) and each Supplement heretofore executed and delivered are hereby ratified, approved and confirmed and, by this reference, are incorporated herein and made a part of this Supplement.

Debtor represents and warrants that the representations and warranties made by it in the Loan Agreement and the Security Agreement are true and correct as of the date of this Supplement.

This Supplement may be executed and delivered in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

This Supplement is intended to be delivered by Debtor to Secured Party and accepted by Secured Party in San Francisco, California. This Supplement shall be effective on the date of delivery and acceptance hereof as

evidenced by Secured Party's endorsement hereon.

TRANS UNION LEASING CORPORATION  
Debtor

By \_\_\_\_\_

Title \_\_\_\_\_

Delivered to and accepted by the  
undersigned on \_\_\_\_\_,  
19\_\_ in San Francisco, California.

BANK OF AMERICA NATIONAL TRUST  
AND SAVINGS ASSOCIATION

By \_\_\_\_\_

Title: \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_